

REPRESENTATION BY ACUM

Dear Sir / Madam,

Re: **Representation by ACUM**

Thank you for your interest in representation by ACUM - the Society of Authors, Composers and Publishers in Israel.

Please find attached the following forms:

REPRESENTATION APPLICATION FORM
TERMS OF REPRESENTATION
AGREEMENT REGISTRATION FORM

Please fill in the forms and sign where designated.

Kindly send two fully signed and filled hard copies of the application forms to:

**P. O. Box 1704
9 Tuval street
Ramat Gan 5211701
ISRAEL**

Upon receipt, we will send you back one signed copy

Should you have any questions, please do not hesitate to contact our member services department: Sunday to Thursday 8:00 am to 4:00 pm (GMT +2).

Tel. +972 3 6113456
Fax. +972 3 6113459
Email: members@acum.org.il

Sincerely,

ACUM
MEMBER SERVICES DEPARTMENT

REPRESENTATION APPLICATION – PUBLISHER**Publisher's information****Company Name:**
_____**Name of your copyright collecting society:****Mechanical rights society:** _____ **Performing rights society:** _____ **IPI No.** _____**Address:****Street:** _____**City/Town:** _____ **Country:** _____ **Zip:** _____**Contact person(s):****First Name:** _____ **Surname:** _____**E-mail (in capital letters):** _____**Tel:** _____ **Position:** _____**First Name:** _____ **Surname:** _____**E-mail (in capital letters):** _____**Tel:** _____ **Position:** _____**First Name:** _____ **Surname:** _____**E-mail (in capital letters):** _____**Tel:** _____ **Position:** _____**Please attach:**

- Release notice from your current society to the Israeli territory.
- Official document from your bank which includes overseas wire transfer information (e.g. IBAN, swift code, sort code, routing number, etc.)
- Certificate of incorporation.
- 400 ILS (NET) one-time registration fee. Kindly wire to:

Bank's name: Bank Leumi Le Israel BM
Branch: Branch No. 743 Habursa Business Branch, Address: 5 Shoham Street, Ramat Gan 5251001, ISRAEL
Acc. No. 743011650/90
Beneficiary: ACUM LTD
Swift: LUM ILLITXXX
IBAN: IL480107430000001165090

Please attach payment confirmation.

I, the undersigned, hereby request to be represented by your society. If I shall be represented by ACUM, I undertake to comply with the society's regulations, resolutions and directives.

I declare that the details provided above are complete, correct and accurate.

Date: _____ **Signature + Company stamp:** _____



TERMS OF REPRESENTATION BY ACUM-PUBLISHER

1. Definitions

In this Agreement:

- a. Words and phrases which are not defined hereinafter shall have the same meaning, mutatis mutandis, as in ACUM's Statutes, Regulations and Resolutions; the Permanent Conditions of the Permit for ACUM's Activity as set by Israeli Antitrust Authority and approved by the Court of Antitrust Law in Jerusalem (all of which are available at www.acum.org.il), and any changes or additions made from time to time to those documents;
- b. "**We**" means ACUM Ltd., Society of Authors, Composers and Music Publishers in Israel whose registered office is at 9, Tuval Street, Ramat-Gan 52117, Israel.

- c. "**You**" means _____

Fill (1) your legal trading/publishing name of company including name(s) of sole proprietor/partners; and (2) Address/principal place of business registered office.

- d. "**Territory**" means the territory of the State of Israel in which we operate and for which you entrust us with the rights.
- e. "**Your Repertoire**" means any and all works belonging to you or represented or controlled by you on the date of this Agreement, or works which will belong or will be controlled or represented by you during the period of this agreement.
- f. "**The rights**" are:
 - (1) The right of **public performance** of your repertoire, i.e. the right to perform in public a musical or a literary work by any means and in whatever manner. This right does not include: stage performance of a dramatic work or a dramatic musical work, whether in whole or in a substantial part, e.g. a show in a theatre or an opera or a musical.
 - (2) The right of **broadcasting** of your repertoire, i.e. the right to broadcast a musical or a literary work, whether alone or together with an audio work or an audio-visual work, whether by land line, wireless, digitally or in any other manner.
 - (3) The right of **reproduction (recording)** of your repertoire, i.e. the right to reproduce a musical or literary work by means known today or to be developed in the future, including the reproduction of sounds and pictures.
 - (4) The right of **synchronization** of your repertoire, i.e. the right to reproduce a musical or a literary work in the sound track of an audio-visual work. This right does not include: the reproduction of a dramatic or a dramatic-musical work in whole or in a substantial part; the reproduction of a literary work adapted for a script.
 - (5) The right of making your repertoire **available to the public**, i.e. the right to do any act in your repertoire, so that the public shall have access thereto in a place and at a time of their choosing.

TERMS OF REPRESENTATION BY ACUM-PUBLISHER

For the avoidance of doubt the term "**the rights**" does not include the following rights:

- * The right of **translation and/or adaptation** of a literary work included in your repertoire. This right is reserved to the original author and therefore a translator or an adaptor must receive the consent of the author for translation or adaptation.
- * The right of **adaptation** of a musical work included in your repertoire. This right is reserved to the original author and the adaptor must therefore receive his consent before making an adaptation.
- * The right to **convert** a work included in your repertoire from one medium to another. This right is reserved to the original author and therefore his consent is necessary for any conversion of the work, e.g. converting a literary work into a play or a show.
- * The **moral** rights in the works included in your repertoire.
- * The right to **reprint** the works included in your repertoire.

2. The Representation

You appoint us to represent, manage and authorize the exploitation of your repertoire in the territory by entrusting us with the rights of your repertoire, as set forth in section 1(f), and declaring that you received the permission and consent of the original authors of the works comprising your repertoire to do so.

3. Our Obligations

We will:

- a. Use our best endeavors to administer the rights in accordance with our published service standards;
- b. Use our best endeavors to license on the best achievable terms as many users of the rights as practicable;
- c. Permit or prohibit, whether in our own name or your name, any exploitation of the rights of your repertoire (i.e. public performances, broadcasting, reproduction (recording), synchronization, make your repertoire available to the public), and to grant the necessary authorizations for such exploitations;
- d. Collect all royalties required in return for the authorizations granted by us (as provided above); receive all sums due as indemnification or damages for unauthorized exploitation of your repertoire;
- e. Commence and pursue, either in our name or your name, any legal action against any person or corporate body and any administrative or other authority responsible for illegal exploitation of your repertoire;
- f. Transact, compromise, submit to arbitration, refer to any Court of Law, special or administrative tribunal;
- g. Take any other action for the purpose of ensuring the protection of the rights of your repertoire you entrusted us with.
- h. Distribute to you the royalties due to you in the same way and to the same extent as we do for our own members, after deducting the relevant applicable commission, in accordance with ACUM's regulations.
- i. Treat information about your royalty earnings as confidential, subject to any practical or legal obligation to disclose such information to any authority or person with the legal power to compel such disclosure;

TERMS OF REPRESENTATION BY ACUM-PUBLISHER

4. Your Obligations

You:

- a. Warrant, represent and declare that you own or have full power to allow us to represent, manage and allow the exploitation of your repertoire in accordance to the rights you entrusted us with and that you received the permission and consent of the original authors of the works comprising your repertoire to do so; that your repertoire is in fact your own and that you do not and will not infringe the copyright in any other musical work;
- b. Inform us and provide all relevant information regarding your publishing agreements with any person or corporate body. This report will be made in accordance to all requirements as set forth via our online system. You will notify us as soon as you have any information regarding modifications and alterations of these agreements.
- c. Declare and accept that, mutatis mutandis, you are bound by ACUM's Statutes; Regulations and Resolutions; the Permanent Conditions of the Permit for ACUM's Activity as set by Israeli Antitrust Authority and approved by the court of Antitrust Law in Jerusalem (all of which are available at www.acum.org.il), and any changes or additions made from time to time to those documents;
- d. Will not transfer or assign this agreement to a third party.
- e. Indemnify us and keep us at all times fully indemnified from and against all proceedings, claims, demands, costs, expenses, awards and damages arising directly or indirectly in respect of the rights of your repertoire which you have entrusted us to represent (or have purported to transfer) to us under this Agreement;
- f. Provide us such documents as we may reasonably require to enforce the rights; Join any law suit or other legal proceedings which we will initiate in Israel as a plaintiff as Israeli law requires; Sign and/or execute any document or power of attorney needed in order to pursue such legal proceedings.
- g. Provide us with an official letter of release from your current society for the Israeli territory.
- h. Avoid doing anything which is likely to prejudice our ability to meet our obligations to you and to our members.

5. Period of Agreement

- a. You and we agree that this agreement is made to cover the period from _____ to _____ and that it will be renewed for 1 year periods thereafter.
- b. Termination of this Agreement will be executed according to the Permanent Conditions of the Permit for ACUM's Activity, i.e. you are permitted at any time, to give Notice of termination of your representation by ACUM (the "Notice"). The Notice shall be delivered to ACUM and shall go into effect within 30 days of the date of receipt by ACUM. As long as a Notice of termination was given by you until the 30th of November of a calendar year it shall not derogate from the scope of a user license given to a user prior to the date of said notice, and the user license shall continue to encompass all of the works that were included in it, until the 31st of December, or until the date of the end of the effective valid license, according to the earlier date.
- c. If no Notice was given until the 30th of November of a calendar year, the license shall continue to encompass all of the works that were in it, ab initio, as though no Notice of termination had been given, until the 31st of December of the following year, or until the date of the end of the effective valid license, according to the earlier date.

TERMS OF REPRESENTATION BY ACUM-PUBLISHER

6. Disputes

- a. You and we agree that this agreement is and will be governed and interpreted by the laws of the State of Israel.
- b. You and we agree that any dispute relating to this Agreement shall be resolved in an arbitration procedure in Israel in accordance to ACUM's Statute.

SIGNED

FOR ACUM
AT RAMAT GAN
ON

Yorik Ben-David
CEO

FOR [NAME]
AT
ON

[Add name and title]

Date Signed : _____

AGREEMENT REGISTRATION FORM

| | | | | |
|--|------------------------------|-------------------|--|----------------------------------|
| | NAME OF THE PUBLISHER | | | |
| ASSIGNING PARTY | | | | |
| ACQUIRING PARTY | | | | |
| TYPE OF THE AGREEMENT | GENERAL | RESTRICTED | EXCLUSIVE SONG WRITER AGREEMENT | SINGLE SONG AGREEMENT |
| | | | | |
| TERMS OF THE AGREEMENT | START DATE | EXPIRATION | EXTENSION | TERMINATION |
| | | | | |
| PRECLAIM / PIPELINE | | | | |
| RETENTION (IF YES, PLEASE ATTACH A LIST OF WORKS) | | | | |
| CLAIM | PERFORMING RIGHTS | | MECHANICAL RIGHTS | |
| | | | | |
| TERRITORY | | | | |

I hereby declare that all of the above mentioned details are full, correct and accurate.

Date:

| | | |
|--|--|--|
| | | |
|--|--|--|

Signature + Company stamp: _____

